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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
C.A. No. 03-12589-GAO

M2 CONSULTING, INC., )  
Plaintiff )

vs. )

MRO SOFTWARE, INC., )  
Defendant )

**DEPOSITION of ROBERT K. PARKER,**  
a witness called on behalf of the  
Plaintiff, pursuant to the applicable  
provisions of the Massachusetts Rules of  
Civil Procedure, before Judith R. Sidel,  
Professional Court Reporter and Notary  
Public, in and for the Commonwealth of  
Massachusetts, at the Office of Gesmer  
Updegrove, LLP, 40 Broad Street, Boston,  
Massachusetts 02109, on Thursday,  
November 17, 2005, commencing at 10:00  
a.m.

\* \* \* \*

SHEA COURT REPORTING SERVICES  
ONE UNION STREET, SECOND FLOOR  
BOSTON, MASSACHUSETTS 02108-2408

1 Q. Zero or something more than zero?

2 A. Ray told me it was something more than  
3 zero, but I never saw it on my revenue  
4 sheets.

5 Q. During the same period was MRO's staff  
6 generating any hosting leads that were  
7 being directed to M2, to your knowledge?

8 A. I believe some.

9 Q. What's the source of your belief that  
10 some leads were being generated?

11 A. Ray told me that they were.

12 Q. Are you familiar with the term rolling  
13 something out to the sales force?

14 A. Sure.

15 Q. What is your understanding of what a  
16 roll out to the sales force means?

17 A. Again, it would depend on -- it's a very  
18 generic term, and can mean many different  
19 things to many different people; so you  
20 would have to put it within a specific  
21 context.

22 Q. Typically if you were to, in a sales  
23 meeting, say to your regional managers,  
24 We're going to roll this out to North

1 American sales, what would that entail  
2 in your understanding of how you would  
3 use that term?

4 A. Again, it would depend on what we were  
5 rolling out, because the term roll out is  
6 just a general term. If we were rolling  
7 out an alliance partner, it could just  
8 mean the e-mail. If we were rolling  
9 out a product from MRO, it would mean  
10 launching a whole series of things,  
11 website, product materials, literature,  
12 training, and so forth and so on. It  
13 would depend on the context of which  
14 the word roll out was associated.

15 Q. Now, is it your understanding that, prior  
16 to November of 2002, the relationship  
17 between MRO and M2 required both MRO  
18 and M2 to make a sales effort to generate  
19 hosting leads for MAXIMO?

20 MR. BRATTEN: Objection. I'm  
21 sorry, you can answer.

22 A. That the agreement required -- that's  
23 what you said.

24 Q. Let me clarify it. Is it your

1 A. Both.

2 Q. What specifically did he say to you about  
3 what he thought -- what he would like to  
4 see MRO do?

5 A. Well, he wanted a more aggressive  
6 notification to the sales force of his  
7 program.

8 Q. Did you and he ever discuss exactly what  
9 that would entail?

10 A. No. That would have been Ray's role. I  
11 would have said, Work it out with Ray.  
12 He's your contact.

13 Q. Did he ever say to you, You guys  
14 committed to do X, Y and Z if we sign the  
15 2002 agreement?

16 A. No, I doubt it, because I would have been  
17 very aggressive back to just, Why would  
18 we be doing that for this amount of  
19 revenue?

20 Q. I want to go back to the face-to-face  
21 meeting between you and Mr. Bevington on  
22 Long Island. Do you remember what year  
23 that was?

24 A. My guess would be, based on just trying

1 just Bob, Rick and I standing in the  
2 parking lot, and Rick staring him in the  
3 eye and saying, 'Bob, is this a done  
4 deal?' And him looking back and  
5 saying, 'Rick, this is done. This is a  
6 done deal. We are completely committed  
7 to this.' Rick saying, 'Bob, is this  
8 just a mid-market or is it the large  
9 market? He said, 'No, it's everything.'"  
10 Do you remember having that conversation  
11 with Mr. Bevington in the parking lot at  
12 Portsmouth, Rhode Island?

13 A. No. That was in the Rhode Island trip.  
14 I don't even remember -- I remember  
15 Thayer being at the one in Chinacock, but  
16 I don't remember him playing there. I  
17 really thought it was somebody else.

18 Q. Just so we're clear now, you have no  
19 specific memory of that conversation?

20 A. No.

21 Q. And what I just read to you doesn't  
22 refresh your memory?

23 A. No, it doesn't.

24 Q. I may have asked you this before.

1 If so, I apologize, but as far as you  
2 remember -- strike that. Do you remember  
3 Mr. Bevington ever being told that the  
4 execution of the 2002 agreement was  
5 the only thing that stood in the way  
6 of a more elaborate roll out of M2's  
7 capability to North American sales?

8 A. No.

9 Q. Moving on to the face-to-face meeting  
10 with Mr. Bevington in Florida.

11 A. Uh-huh.

12 Q. Was that after the Rhode Island meeting?

13 A. I believe so.

14 Q. And what was the purpose of that meeting?

15 A. It was another golf outing. It was a way  
16 he managed to get me to meet with him,  
17 because, otherwise, it was always through  
18 Ray.

19 Q. And was it in 2003 or 2002?

20 A. I don't remember.

21 Q. Do you remember what was of substance was  
22 discussed during that meeting?

23 A. Again, my recollection of all my meetings  
24 with Rick were generally around his